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9 CHURCHILL COUNTY JUSTICE OF THE PEACE BENJAMIN TROTTER and  
10 CHURCHILL COUNTY

11 UNITED STATES DISTRICT COURT

12 DISTRICT OF NEVADA

13 SARAH TRACY, an individual,

14 Plaintiff,

15 vs.

16 CHURCHILL COUNTY JUSTICE OF THE  
17 PEACE BENJAMIN TROTTER; and  
18 CHURCHILL COUNTY, a political  
19 subdivision of the State of Nevada,

20 Defendants.

21 Case No. 3:24-cv-00288-ART-CSD

22 **STIPULATED PROTECTIVE ORDER**

23 In order to protect the confidentiality of confidential information obtained by the parties  
24 in connection with this case, the parties hereby agree as follows:

25 1. Any party or non-party may designate as “confidential” (by stamping the relevant  
26 page or otherwise as set forth herein) any document or response to discovery which that party or  
27 non-party considers in good faith to contain confidential information, subject to protection under  
28 the Federal Rules of Civil Procedure, or state or federal law (“Confidential Information”).

29 Where a document or response consists of more than one page, the first page and each page on  
30 which confidential information appears shall be so designated.

31 2. A party or non-party may designate information disclosed during a deposition or  
32 in response to written discovery as “confidential” by so indicating in said response or a party or  
33 non-party may designate in writing, within twenty (20) days after receipt of said responses or of

1 the deposition transcript for which the designation is proposed, that specific pages of the  
2 transcript and/or specific responses be treated as “confidential” information. Any other party  
3 may object to such proposal, in writing or on the record. Upon such objection, the parties shall  
4 follow the procedures described in paragraph 8 below. After any designation made according to  
5 the procedure set forth in this paragraph, the designated documents or information shall be  
6 treated according to the designation until the matter is resolved according to the procedures  
7 described in paragraph 8 below, and counsel for all parties shall be responsible for making all  
8 previously unmarked copies of the designated material in their possession or control with the  
9 specific designation.

10       3. All information produced or exchanged in the course of this case (other than  
11 information that is publicly available) shall be used by the party or parties to whom the  
12 information is produced solely for the purpose of this case.

13       4. Except with the prior written consent of other parties and the non-party providing  
14 the Confidential Information, if applicable, or upon the prior order of this Court obtained upon  
15 notice to opposing counsel, Confidential Information shall not be disclosed to any person other  
16 than:

17           (a) counsel for the respective parties to this litigation, including in-house counsel and  
18 co-counsel retained for this litigation;

19           (b) employees of such counsel;

20           (c) individual parties, class representatives, any officer or employee of a party, to the  
21 extent deemed necessary by Counsel for the prosecution or defense of this litigation;

22           (d) consultants or expert witnesses retained for the prosecution or defense of this  
23 litigation, provided that each such person shall execute a copy of the Certification annexed to this  
24 Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing the  
25 Confidential Information and made available for inspection by opposing counsel during the  
26 pendency or after the termination of the action only upon good cause shown and upon order of  
27 the Court) before being shown or given any Confidential Information;

28           (e) any authors or recipients of the Confidential Information;

1                         (f)     the Court, Court personnel, and court reporters; and  
2                         (g)     witnesses (other than persons described in paragraph 4(e)). A witness shall sign  
3 the Certification before being shown a confidential document. Confidential Information may be  
4 disclosed to a witness who will not sign the Certification only in a deposition at which the party  
5 who designated the Confidential Information is represented or has been given notice that  
6 Confidential Information shall be designated “Confidential” pursuant to paragraph 2 above.  
7 Witnesses shown Confidential Information shall not be allowed to retain copies.

8                 5.     Any persons receiving Confidential Information shall not reveal or discuss such  
9 information to or with any person who is not entitled to receive such information, except as set  
10 forth herein.

11                 6.     Unless otherwise permitted by statute, rule or prior court order, papers filed with  
12 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those  
13 documents under seal, and shall be filed consistent with the court’s electronic filing procedures  
14 in accordance with Local Rule IA 10-5. Notwithstanding any agreement among the parties, the  
15 party seeking to file a paper under seal bears the burden of overcoming the presumption in favor  
16 of public access to papers filed in court. *Kamakana v. City and County of Honolulu*, 447 F.2d  
17 1172 (9<sup>th</sup> Cir. 2006); *Pintos v. Pac. Creditors Ass’n*, 605 F.3d 665, 677-78 (9<sup>th</sup> Cir. 2010), and  
18 *Center for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1097 (9<sup>th</sup> Cir. 2016).

19                 7.     A party may designate as “Confidential” documents or discovery materials  
20 produced by a non-party by providing written notice to all parties of the relevant document  
21 numbers or other identification within thirty (30) days after receiving such documents or  
22 discovery materials. Any party or non-party may voluntarily disclose to others without  
23 restriction any information designated by that party or non-party as confidential, although a  
24 document may lose its confidential status if it is made public.

25                 8.     If a party contends that any material is not entitled to confidential treatment, such  
26 party may at any time give written notice to the party or non-party who designated the material.  
27 The party or non-party who designated the material shall have twenty-five (25) days from the  
28 receipt of such written notice to apply to the Court for an order designating the material as

1 confidential. The party or non-party seeking the order has the burden of establishing that the  
2 document is entitled to protection.

3       9. Notwithstanding any challenge to the designation of material as Confidential  
4 Information, all documents shall be treated as such and shall be subject to the provisions hereof  
5 unless and until one of the following occurs:

6           (a) the party or non-party claims that the material is Confidential Information  
7 withdraws such designation in writing; or

8           (b) the party or non-party who claims that the material is Confidential Information  
9 fails to apply to the Court for an order designating the material confidential within the time  
10 period specified above after receipt of a written challenge to such designation; or

11           (c) the Court rules the material is not confidential.

12       10. All provisions of this Order restricting the communication or use of Confidential  
13 Information shall continue to be binding after the conclusion of this action, unless otherwise  
14 agreed or ordered. Upon conclusion of the litigation, a party in the possession of Confidential  
15 Information, other than that which is contained in pleadings, correspondence, and deposition  
16 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion  
17 of this action to counsel for the party or non-party who provided such information, or (b) destroy  
18 such documents within the time period upon consent of the party who provided the information  
19 and certify in writing within thirty (30) days that the documents have been destroyed.

20       11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the  
21 use of documents at trial.

22       12. Nothing herein shall be deemed to waive any applicable privilege or work product  
23 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material  
24 protected by privilege or work protection.

25       13. Any witness or other person, firm or entity from which discovery is sought may  
26 be informed of and may obtain the protection of this Order by written advice to the parties'

27       ///

28       ///

1 respective counsel or by oral advice at the time of any deposition or similar proceeding.

2 DATED this 3<sup>rd</sup> day of September, 2024.

3 DATED this 3<sup>rd</sup> day of September, 2024.

4 LUKE ANDREW BUSBY, LTD

THORNDAL ARMSTRONG, PC

5 By: /s/ Luke Busby  
6 LUKE A. BUSBY, ESQ.  
7 316 California Avenue, #82  
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9 Attorney for Plaintiff

10 By: /s/ Katherine Parks  
11 KATHERINE F. PARKS, ESQ.  
12 6590 S. McCarran Blvd., Suite  
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14 Attorneys for Defendants  
15 CHURCHILL COUNTY JUSTICE  
16 OF THE PEACE BENJAMIN  
17 TROTTER and CHURCHILL  
18 COUNTY

19 **ORDER**

20 IT IS SO ORDERED.

21 DATED: This 4<sup>th</sup> day of September, 2024.

22   
23 UNITED STATES MAGISTRATE JUDGE

**EXHIBIT “A”**  
**CERTIFICATION**

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated \_\_\_\_\_, 20\_\_\_\_\_, in "SARAH TRACY, an individual, vs. CHURCHILL COUNTY JUSTICE OF THE PEACE BENJAMIN TROTTER; and CHURCHILL COUNTY, a political subdivision of the State of Nevada, Civil No. 3:24-cv-00288-ART-CSD." I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information – including copies, notes, or other transcriptions made therefrom – in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information – including copies, notes, or other transcriptions made therefrom – to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

16 DATED: \_\_\_\_\_.

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